



## **AGENDA**

### **BOARD OF DIRECTORS REGULAR BOARD MEETING**

**Topic: Board of Directors Meeting**

**Time: Aug 12, 2020 05:00 PM Pacific Time (US and Canada)**

#### **Join Zoom Meeting**

<https://us04web.zoom.us/j/76684104632?pwd=cWx6WGdic0o1MGpBVngrMUJjNjFVdz09>

**Meeting ID: 766 8410 4632**

**Passcode: 4gP3y7**

**This meeting will be conducted via web conference. To participate in the live meeting, click on the link above.**

**QUESTIONS and COMMENTS to address the Board during the meeting may be sent to:**

[Boardofdirectors@chicocountryday.org](mailto:Boardofdirectors@chicocountryday.org)

#### **Mission Statement**

Chico Country Day School provides a safe, joyful environment where all learners are inspired to achieve their personal best.

#### **2020-2021 CCDS Board Members:**

Jessika Lawrence, Chair  
Chris Constantin, Vice Chair  
Michele Mittman, Treasurer  
Fawn Ruby, Secretary  
Jamie Clyde, Member  
Thang Ho, Member  
Nicole Plottel, Member

### **1. CALL TO ORDER & ROLL CALL**

### **2. REGULAR SESSION**

- 2.1 Approval of Regular Agenda
- 2.2 Report from Closed Session

### **3. PUBLIC COMMENTS CONCERNING ITEMS NOT ON THE AGENDA**

### **4. CONSENT AGENDA**

- 4.1 Minutes from meetings of 6/22/20, 7/22/20, 8/3/20
- 4.2 IIPP - COVID Addendum
- 4.3 Long Term Facilities Use Agreement (FUA) Between CUSD/CCDS



## 5. DISCUSSION/ACTION ITEMS

- 5.1 Consideration of Application to Butte County Public Health Department for waiver for partial reopening of TK-6 grades.
- 5.2 Student/Family Handbook 2020-2021
- 5.3 2020-21 Learning Continuity Plan

## 6. ADJOURNMENT: Adjourn; Next Regular Meeting is September 9, 2020

### **Information, Procedures and Conduct of CCDS Board Meetings:**

#### **Student Participation:**

At the discretion of the Board Chair, students may be given priority to address items to the Board

#### **Public input on specific agenda items and those items not on the agenda:**

The CCDS Board of Directors welcomes and encourages public comments. Any person of the public desiring to speak shall be allowed to speak during public comment time and has the option of speaking once on any agenda item when it is being discussed. Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board Chair. In the case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item. Each person who addresses the Board must be first recognized by the presiding officer and give his or her name. Comments must be directed to the Board as a whole and not to individual board members or employees. The Board shall not take action or enter into discussion or dialog on any matter that is not on the meeting agenda, except as allowed by law. Items brought forth at this part of the meeting may be referred to the Administration or the Board may take the item under advisement. The matter may be placed on the agenda of a subsequent meeting for discussion or action by the Board.

**Special Needs:** If you have special needs because of a disability or you require assistance or auxiliary aids to participate in the meeting, please contact the CCDS office at 530.895.2650. CCDS will attempt to accommodate your disability.

**Copies of Agendas and Related Materials:** Materials are available at the meeting, on the website at [www.chicocountryday.org](http://www.chicocountryday.org), or in the Main office prior to the meeting @ 102 W. 11<sup>th</sup> Street, Chico, CA 95928.

## Minutes

### CCDS Board of Directors Regular Board Meeting

Date: Monday, June 22, 2020

Time: 5 p.m.

Location: Zoom Web Conference

#### **1. CALL TO ORDER & ROLL CALL:** Lawrence called meeting to order at 5:02 p.m.

Attendees: Jessika Lawrence, Michele Mittman, Chris Constantin, Fawn Ruby, Thang Ho, Jamie Clyde. Absent: Nicole Plottel

#### **2. CLOSED SESSION**

**2.1 Public Employee Appointment-** Per Government Code §54957 Title: Director of Student Support Services, Director of Education, Chief Business Officer

#### **3. REGULAR SESSION**

**3.1 Approval of Regular Agenda-** Constantin/Mittman to approve. All in favor: Lawrence, Constantin, Mittman, Clyde, Ruby, Ho (6-0).

**3.2** Report from Closed Session – No information to report

#### **4. PUBLIC COMMENTS CONCERNING ITEMS ON THE AGENDA**

#### **5. CONSENT AGENDA -** Constantin/Ho to approve. All in favor: Lawrence, Constantin, Mittman, Clyde, Ruby, Ho (6-0).

**5.1 Minutes from meeting of 5/13/20, 5/26/20, 5/29/20, 6/5/20**

**5.2 Leadership Team Board Report –** Removed

**5.3 EPA Program Expenditures Report – 2019-2020**

**5.4 Board Report of Checks June 22, 2020**

**5.5 Stipends 20/21**

**5.6 Substitute Rates 20/21**

**5.7 Injury Illness Prevention Plan Update**

**5.8 Personnel Policy Update**

**5.9 Gym/Facility Use Policy-COVID Addendum**

**5.10 MOU with Nord Country School Regarding Special Education Services**

#### **6. DISCUSSION/ACTION ITEMS**

**6.1. LCAP/COVID-19 Operation Written Report for CCDS –** Fairon reported on the operations changes that have occurred over the course of mandates established for distance learning and the impact on CCDS. Board and public expressed no concerns regarding the operation protocols that were established and followed. Lawrence/Constantin to approve. All in favor: Lawrence, Constantin, Mittman, Clyde, Ruby, Ho (6-0).

**6.2 Measure K Update: Construction 2020-21 Progress Update –** Construction is

progressing on schedule and on budget.

**6.3 Employee Contracts: Director of Education, Director of Student Support Services, Chief Business Officer** – Constantin/Mittman to approve. All in favor: Lawrence, Constantin, Mittman, Clyde, Ruby, Ho (6-0).

**6.4 2020/2021 Budget & Budget Presentation** – Margaret presented on budget information for information purposes.

**7. ADJOURNMENT:** Lawrence adjourned at 6:30 p.m. Next regular meeting is August 12, 2020.

Respectively Submitted,  
Fawn Ruby

## Minutes

CCDS Board of Directors Special Board Meeting

Date: Monday, June 22, 2020

Time: 5:30 p.m.

Location: Zoom Web Conference

**1. CALL TO ORDER & ROLL CALL:** Lawrence called meeting to order at 5:01 p.m.

Attendees: Jessika Lawrence, Michele Mittman, Chris Constantin, Fawn Ruby, Thang Ho, Jamie Clyde. Absent: Nicole Plottel

## **2. SPECIAL SESSION**

**2.1 Property/Liability/Workers Compensation Insurance Proposals 2020-**  
CBO presented information about the 20/21 CharterSafe renewal.

**3. ADJOURNMENT:** Lawrence adjourned at 5:40 p.m. Next regular meeting is August 12, 2020.

Respectively Submitted,  
Fawn Ruby

## Minutes

### CCDS Board of Directors Special Board Meeting

Date: Wednesday, July 22, 2020

Time: 4 p.m.

Location: Zoom Web Conference

#### **1. CALL TO ORDER & ROLL CALL:** Lawrence called meeting to order at 4:03 p.m.

Attendees: Jessika Lawrence, Michele Mittman, Chris Constantin, Fawn Ruby, Thang Ho, Jamie Clyde, Nicole Plottel

#### **2. SPECIAL SESSION**

**2.1 School Opening Plan: Fall 2020** – Fairon presented CCDS' plan for the 2020-21 school year in response to guidelines and mandates from the state of California in response to COVID 19. The Administration Team is participating in regular meetings with local, county and state officials to stay up-to-date with information to ensure that CCDS is developing an appropriate response action plan for reopening. Board asked questions and administration provided information related to flexibility in student work hours for attendance, internet access and providing high quality distance learning education. Ruby/Ho to approve. All in favor: Lawrence, Constantin, Mittman, Clyde, Ruby, Ho, Plottel (7-0).

**2.2 Information: StopIt Solutions Services Information – Anonymous Anti-bullying Reporting System** – Program is offered through CharterSafe so there would not be a fee associated with program. CCDS would use the program as a platform to report a bullying incident to administrators and follow-up would then take place. Plottel/Ho to approve a trial use. All in favor: Lawrence, Constantin, Mittman, Ruby, Ho, Plottel (6-0). Clyde abstains.

**2.3 Learning Continuity and Attendance Plan: Draft** - Trout presented on the Learning Continuity and Attendance Plan and what will be required information for completing the document before the September 30 deadline. This document is specific to schools' response to COVID-19 and replaces the traditional LCAP we have written. This is an information item only – no action required.

**2.4 Construction Update:** Construction is on schedule. Reece also reported that all facilities have been cleared for extra furniture and meet all social distancing requirements once student are able to return to campus. Anticipated date of completion is still Spring – March to April.

**2.5 Memorandum of Understanding (MOU) for Nursing Services with CORE Butte Charter School, Inspire School of Arts & Sciences, Sherwood Montessori and Achieve Charter School** – Ho/Mittman to approve. All in favor: Lawrence, Constantin, Mittman, Clyde, Ruby, Ho, Plottel(7-0).

**2.6. Memorandum of Understanding (MOU) for Specialized Special Education Services with Butte County Office of Education** – Lawrence/Constantin to approve. All in favor: Lawrence, Constantin, Mittman, Clyde, Ruby, Ho, Plottel(7-0).

**2.7 Altitude Learning Contract** – Fairon expressed excitement with this new learning platform that will align well with Project Based Learning and our need to support students, parents and teachers during distance learning. Contract is not yet available. Board will further discuss this contract and take action at the next Board Meeting.

**2.8 2020-21 Budget Revision/Update** - Reece provided information about state legislature SB95.

**7. ADJOURNMENT:** Lawrence adjourned at 5:31 p.m. Next regular meeting is August 12, 2020.

Respectively Submitted,  
Fawn Ruby

## Minutes

CCDS Board of Directors Special Board Meeting

Date: Monday, August 3, 2020

Time: 5 p.m.

Location: Zoom Web Conference

**1. CALL TO ORDER & ROLL CALL:** Lawrence called meeting to order at 5:01 p.m.

Attendees: Jessika Lawrence, Michele Mittman, Chris Constantin, Fawn Ruby, Thang Ho, Jamie Clyde, Nicole Plottel

## 2. SPECIAL SESSION

**2.1 Consideration of Contract with Altitude Learning** – Altitude Learning is a project-based distance learning platform. Contract includes professional development, on-going support and tech integration. Platform is usable for both distance learning and an in-class instructional model. Constantin/Ruby to approve. All in favor: Lawrence, Mittman, Clyde, Ruby, Ho, Plottel, Constantin (7-0).

**2.2 Consideration of Distance Learning Re-Opening Plan** – In an effort to provide continuity and to allow for planning for families and CCDS staff, consideration needs to be made for a re-opening timeline. At this time, CCDS is moving to remain in distance learning for at least the first quarter (until October 12). It is understood that our timelines are taking into consideration the desire to stay open and meet all required guidelines. We will revisit this topic frequently. Lawrence/Constantin to approve. All in favor: Lawrence, Mittman, Clyde, Ruby, Ho, Plottel, Constantin (7-0).

**2.3 Consideration of 45-day Budget Revision with Reinstatement of Step/Column Salary Adjustments for Certificated and Classified Employees** - Constantin/Ho to approve. All in favor: Lawrence, Mittman, Clyde, Ruby, Ho, Plottel, Constantin (7-0).

**2.4 Consideration of LLMF (Learning Loss Mitigation Funds) Budget** – Fund are part of the Federal Cares Act. CCDS will receive LLMF, which will provide a revenue over expense of approximately \$200,000. LLMF funds must be spent by December. Administration proposes that CCDS fulfill and honor its contractual obligations and provide certificated and classified staff a summer stipend of \$1000. Constantin/Lawrence to approve. All in favor: Lawrence, Mittman, Clyde, Ruby, Ho, Plottel, Constantin (7-0).

**2.5 Consideration of MOU with Blue Oak Charter School for Nursing Services** – This MOU is consistent with the nursing service contracts already approved during the last Board of Directors Meeting. Constantin/Plottel to approve. All in favor: Lawrence, Mittman, Clyde, Ruby, Ho, Plottel, Constantin (7-0).

**7. ADJOURNMENT:** Lawrence adjourned at 6:12 p.m. Next regular meeting is August 12, 2020.

Respectively Submitted,  
Fawn Ruby





## **COVID-19 Addendum to IIPP**

California employers are required to establish and implement an IIPP (title 8, section 3203) to protect employees from workplace hazards, including infectious diseases. Employers are required to determine if COVID-19 infection is a hazard in their workplace. If it is a workable hazard, then employers must implement infection control measures, including applicable and relevant recommendations from the Centers for Disease Control and Prevention (CDC), Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19), and Coronavirus Disease 2019 (COVID-19): How to Protect Yourself & Others. For most California workplaces, adopting changes to their IIPP is mandatory since COVID-19 is widespread in the community.

This addendum is COVID-19 specific and subject to change. Updates to safety procedures will be posted on the CCDS website as required by Cal/OSHA. Questions regarding employee safety or conditions should be directed to the CCDS Admin team.

### **Infection Prevention Measures**

The chart below outlines protocols designed to prevent the spread and infection of SARS-CoV-2 (COVID-19). These protocols include personal action measures as well as physical barrier measures implemented by CCDS and include the use of common areas.

### **Infection and Exposure Reporting Measures**

The chart below outlines protocols designed to address the reporting procedure for infection or exposure of employees to SARS-CoV-2 (COVID-19)



## Guidance for Schools Regarding COVID-19 Infection and Exposure

The purpose of the guidance is to help schools determine next steps when being notified that a person has been diagnosed with COVID-19 or has been exposed to a person diagnosed with COVID-19. This guidance is not intended to replace medical evaluation or any other recommendations by the [U.S. Centers for Disease Control and Prevention \(CDC\)](https://www.cdc.gov/) or the [California Department of Public Health \(CDPH\)](https://www.cdph.ca/).

All information is subject to change.

### BACKGROUND

Coronavirus Disease 2019 (COVID-19) is an infection caused by a virus that can spread from person to person through respiratory droplets when a person coughs or sneezes. While it is primarily spread by coming into close contact (about 6 feet) of a person who is infected with COVID-19, it may also be spread by touching a surface with the virus on it and then touching your mouth, nose, or eyes.

There is currently no vaccine to protect against COVID-19. The best way to protect yourself is to avoid being exposed to the virus that causes COVID-19. This includes staying home as much as possible, avoiding close contact with others, cleaning and disinfecting frequently touched surface, and washing your hands with soap and water or using an alcohol-based hand sanitizer.

Anyone who is ill should stay home. Symptoms may appear 2-14 days after exposure to the virus. Symptoms of COVID-19 include, but are not limited to:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Everyone is at risk of getting COVID-19, but some people are at higher risk for more severe illness, including hospitalization and death. Persons who are at higher risk include those who are over 65 years of age and people with [serious underlying medical conditions](#), particularly if not well controlled. More details regarding people who may be at higher risk can be found online at <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html>.

# When a Student/Employee Tests Positive for COVID-19



Based on the CDC's [Cleaning and Disinfecting](https://www.cdc.gov/coronavirus/2019-ncov/hcp/cleaning-disinfecting), and [Discontinuation of Home Isolation](https://www.cdc.gov/coronavirus/2019-ncov/hcp/discontinuation-of-home-isolation)  
<https://www.cdc.gov/coronavirus/2019-ncov/hcp/return-to-work.html>

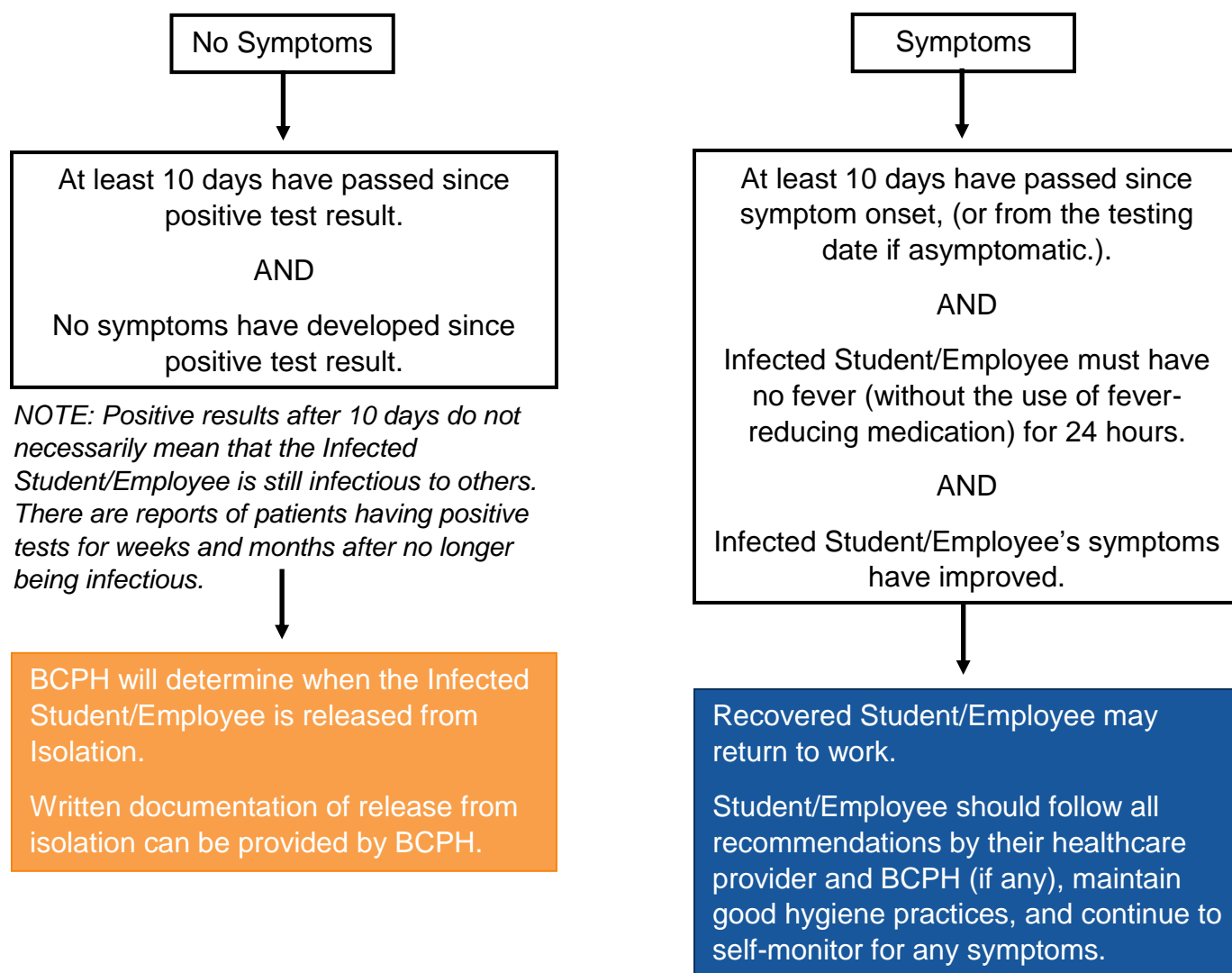
**Legend**

- School
- BCPH
- Collaboration

# Returning to School after Testing Positive for COVID-19

Infected Students/Employees who have been diagnosed with COVID-19 may not return to work until they meet the CDC criteria for discontinuation of isolation. Butte County Public Health (BCPH) will utilize the following Symptom/Time based strategy.

BCPH determines if the patient had symptoms consistent with a COVID-19 infection regardless if it is before or after testing.



Based on the CDC's [Cleaning and Disinfecting](https://www.cdc.gov/coronavirus/2019-ncov/hcp/cleaning-disinfecting), and [Discontinuation of Home Isolation](https://www.cdc.gov/coronavirus/2019-ncov/hcp/discontinuation-of-home-isolation)  
<https://www.cdc.gov/coronavirus/2019-ncov/hcp/return-to-work.html>

## Legend

School

BCPH

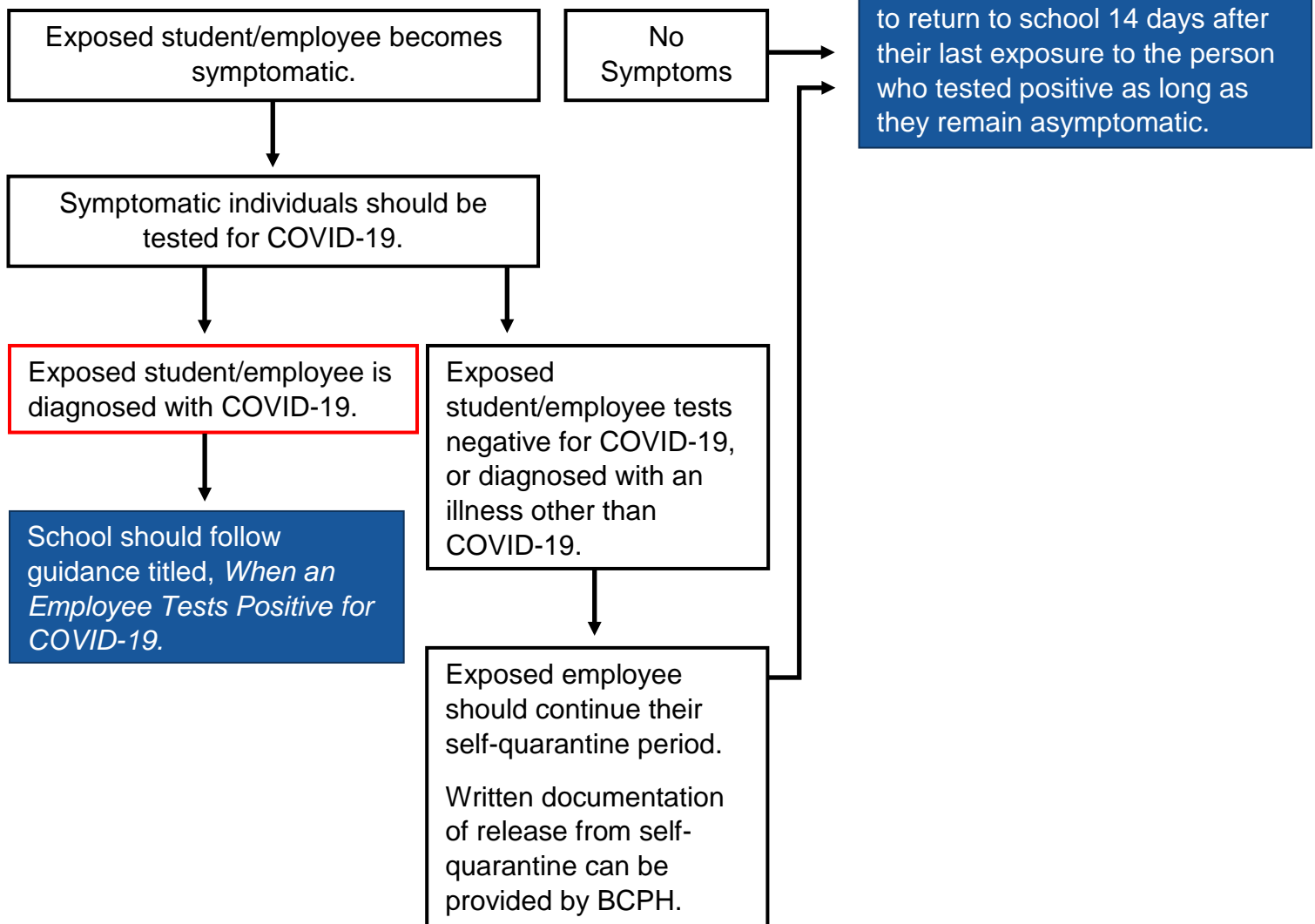
Individual

# Close Contacts to a Lab-confirmed COVID-19 Case

Butte County Public Health will provide follow up to close contacts. Close contact is defined as being within 6 feet of a person during their infectious period for 15 minutes or longer. This can occur 2 days before symptoms appear or the positive test is collected, and during the first 10 days from symptom onset or the positive COVID-19 test.

BCPH will monitor Student/Employee for symptoms during their quarantine period. It is recommended that all those in quarantine get tested for COVID-19 on day 3 to 5 and day 14 of their quarantine period.

Allow exposed student/employee to learn/work remotely during self-quarantine if able to from home.



Based on the CDC's [Public Health Recommendations for Community-Related Exposure](https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html),  
<https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html>

## Legend

School

BCPH

Individual

**FACILITIES AGREEMENT  
BY AND BETWEEN  
CHICO UNIFIED SCHOOL DISTRICT AND  
CHICO COUNTRY DAY SCHOOL  
IN LIEU OF PROPOSITION 39**

THIS FACILITIES AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Chico Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Chico Country Day School, a California public charter school ("CCDS" or "Charter School"), operating a K-8 Charter School within the geographic boundaries of the District. The District and the Charter School are collectively referred to as "the parties."

**R E C I T A L S**

**WHEREAS**, the Charter School is a California charter school under a charter granted by the District and operating pursuant to its Charter and a Memorandum of Understanding ("MOU"); and

**WHEREAS**, pursuant to Title 5 of the California Code of Regulations, section 11969.1(b), the District and Charter School have mutually agreed to an alternative arrangement to Proposition 39 for the allocation of facilities; and

**WHEREAS**, the District desires to grant the use of certain space and furnishings and equipment to the Charter School upon the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

**Section 1. Charter School Allocation and Use of Facilities.** CCDS shall have exclusive access to the entire facility (hereafter "facilities") expressly identified herein as the site located at 102 W. 11<sup>th</sup> Street, Chico, CA, 95928 (hereafter "Site") for the sole purpose of operating CCDS's educational program and related uses consistent with the operation of an educational facility, in accordance with the CCDS's charter. Subject to the District's written consent rights contained in Section 9 herein, the CCDS shall have the right to utilize the Site in any lawful configuration needed to meet its K-8 educational program needs.

CCDS's right to exclusive use of the facilities shall be coterminous with the term of this Agreement and shall be for the same term as their current Charter, commencing during the 2020/2021 school year, as well as any subsequent renewal terms. It is the intent of the Parties that the Term of this Agreement shall be extended for successive five (5) year terms upon each renewal of the charter.

It is the intent of the parties that this Agreement supplants the facilities request procedure under Proposition 39, which is time-consuming and expensive for both parties.

CCDS agrees to waive its right to seek facilities from the District in addition to those set forth herein, under Proposition 39, or upon any other basis, during the duration of this agreement, except as otherwise expressly set forth in Section 4 (“Term”). CCDS agrees to waive any and all claims, causes for action, and other legal actions against the District arising out of its occupation of the facilities cited therein, or the condition of the facilities, whether such claims are based on Proposition 39 or not, except to enforce the terms of this Agreement. Nothing in this provision shall bar the application of Section 14 (“Indemnification”) of this Agreement.

Consistent with the intent of the parties that this Agreement supplant the facilities request process under Proposition 39, subsequent to the termination of this Agreement for any reason prior to July 1, 2025, or the end of any successive term, CCDS agrees not to seek facilities from the District, under Proposition 39 or any other legal authority for any school year prior to the 2024/2025 school year, or the end of any successive term, unless mutual written consent is granted by the District, or unless otherwise expressly allowed under Section 4 (“Term”).

Should the Charter School no longer need the facilities for charter school purposes, the use and disposition of the site shall be governed by the terms of Education Code section 17078.62.

In the event that the Charter School ceases use and occupation of the site, the right to exclusive use and occupation of the all District equipment thereon shall revert to the District. CCDS shall not be required to restore the Site to its original configuration. CCDS shall transfer ownership and title to the District-standard portables on the site installed by CCDS to the District, free and clear of any liens, upon terms to be negotiated between the parties. A District-standard portable is defined as a new, steel framed relocatable building that meets the Field Act.

In the event that the Charter School ceases use and occupation of the Site, the District shall not be obligated to repay to CCDS any sum expended, directly or indirectly, for the purpose of making any improvements to the Site. CCDS acknowledges that the District has not asked CCDS to make or subsidize improvements to the Site for the benefit of the District, and that CCDS does so at the risk that it may cease use and occupation of the Site. .

CCDS shall not use the premises or permit anything to be done in or about the premises that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation now in force or which may hereafter be enacted or promulgated, or with CCDS’s charter.

CCDS shall have full and exclusive use of all classrooms, administrative space, and other facilities granted by District on the Site during the term of this Agreement. CCDS shall comply with District policies and/or practices regarding operations and maintenance of the facilities, furnishings, and equipment.

Although CCDS shall have exclusive use of the Site, CCDS agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131 et seq.) in making use of the non-classroom facilities and grounds accessible to members of the community. For the purpose of compliance with the Civic Center Act with respect to the Site, the CCDS's Board of Directors shall hold the same powers and obligations applicable to School District Boards of Trustees under Education Code Sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community.

**Section 2. Furnishing and Equipment.** The Charter School agrees that the furnishings and equipment currently on the site meets their needs and that the District has no obligation to provide furnishings and equipment during the term of this Agreement.

**Section 3. Waiver of Rights under Proposition 39.** In consideration of the provision of the facilities set forth herein, the Charter School hereby waives its rights under Proposition 39 for the term of this Agreement. It is understood and acknowledged by the parties that Charter School's use of District facilities herein is in lieu of Proposition 39.

**Section 4. Term.** The term of this Agreement shall run conterminous with the Charter, including successive Charter renewals, unless the Charter School ceases operations, either voluntarily or involuntarily. . It is the intent of the District that the Term of this Agreement shall be extended for successive five (5) year terms upon successful renewal of the Charter, with the parties to meet and confer on any modifications to the Agreement.

**Section 5. Termination.** This Agreement will automatically terminate upon the effective date of any termination, non-renewal, or revocation of Charter School's charter or the cessation of Charter School's operations for any reason or upon the commission of a default or breach of its obligations by Charter School, on the terms set forth in Section 5 of this Agreement, upon the Charter School's exhaustion of the statutory, non-judicial appeals under Education Code section 47607. The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:

- (a) The failure by Charter School to make timely payment of any fees to the District due under this Agreement, or separate Memorandum of Understanding, where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School.
- (b) The failure by Charter School to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Charter School (including shared use terms, if applicable) where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School, unless, however, the nature of the default is such that the same cannot reasonably be cured



within said 30 day period. Charter School shall not be deemed to be in default if Charter School shall within the 30 day period commence such cure, and by the reasonable determination of the District, diligently prosecute the cure to completion within a reasonable period of time, not to exceed one hundred twenty (120) days;

- (c) Revocation or non-renewal of Charter School's charter by the District or cessation of the Charter School's program for any reason;

1. In the event that the Charter is revoked, in whole or in part, under either Education Code section 47607(c)(3) or (4), or both, upon the effective date of the revocation, the District shall have the right to reclaim possession of the Facilities upon five (5) days notice, but only upon the Charter School's exhaustion of its statutory, non-judicial remedies under Education Code section 47607. At the District's sole discretion, the District may choose to allow the Charter School to occupy the Facilities on a holdover basis on a month-to-month basis, upon a fee to be mutually agreed upon by the parties, with both parties having the right to terminate the holdover period upon thirty (30) days notice.

2. In the event that the Charter is revoked under Education Code section 47607(c)(1) or (2), the Charter School shall be entitled to continued occupation of the facilities during the pendency of any statutory appeals under Education Code section 47607.

- (d) The failure by Charter School to utilize the Facilities for the sole purpose of operating a charter school as authorized by this Agreement, CCDS's charter and any MOU.
- (e) The failure of Charter School to limit its use of the Facilities to the space allocated to Charter School pursuant to this Agreement and in conformity with the District's policies and practices for use of District facilities. The District shall provide Charter School with written notice of any changes to District policies or practices for use of District facilities within twenty (20) business days of the implementation of those changes, and Charter School shall not be obligated to comply with those changes until it has received such notice.
- (f) In the event of the failure of the District to perform any of the terms or conditions of this Agreement, where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School, Charter School shall have the right to exercise any remedy to it available under the law, unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30 day period. District shall not be deemed to be in default if District shall within the 30 day period commence such cure, and by reasonable

determination of the Charter School, diligently prosecute the cure to completion within a reasonable period of time, not to exceed one hundred twenty (120) days.

**Section 6. Reimbursement.** Beginning with the 2020-2021 fiscal year, pursuant to Education Code Section 47613, CCDS shall pay CUSD 1% of its revenue for the then-current fiscal year for supervisorial oversight and waives the right to documentation of the amount of staff time and other costs reasonably necessary to fulfill the supervisorial oversight activities. Revenues used to calculate the supervisorial oversight fee shall be only the funding rate defined in Education Code Section 47632(a).

**Section 7. Utilities.** District agrees to furnish or cause to be furnished to the Site all necessary utilities, including, electric, water, garbage, and telephone. All State of California Regional Water Quality Board requirements relative to potable water wells will be the sole responsibility of the Charter School. CCDS shall be solely responsible for the cost of utilities used or consumed by the CCDS on the Site.

**Section 8. Maintenance of Facilities.** CCDS shall be responsible for the routine operations and maintenance of the facilities and equipment. CCDS shall comply with the Williams Act, including the posting requirements in each classroom under their control. CCDS shall be responsible for Projects meeting the definition of deferred maintenance plan established pursuant to Education Code Section 17582.

CCDS shall be responsible for the major maintenance of all of the facilities at the site.. For purposes of this section, “major maintenance” includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code Section 17582. The Deferred Maintenance Program Handbook outlines examples of projects that are eligible under the program as well as those that are not eligible. Replacement of major maintenance items will be determined by CCDS in accordance with the State’s Deferred Maintenance Program guidelines.

**Section 9. Installation of Improvements** CCDS shall not construct or install any improvements (as defined in California Civil Code Section 660) on the Site, or otherwise substantially alter the Site, without the prior written consent of the District, and if required, the Division of the State Architect and/or State Department of Education. CCDS agrees to file a School Project Request form for approval with the District’s Facilities Division in accordance with District policy should it desire to add any fixture (as defined in California Civil Code 660) or make substantial alterations to the site as necessary. District approval or any improvements, including the construction schedule, work hours, and modifications, shall be at District’s sole and absolute discretion. Contractors retained by CCDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers’ compensation insurance and performance and payment bonds consistent with District construction requirements. The District shall be

named as an additional insured on any applicable insurance policies and bonds. CCDS shall bear full responsibility for ensuring that the construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to public schools including building codes and prevailing wage laws. Nothing in the above would preclude the use of qualified volunteers, in accordance with applicable law, to perform some of the work. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.

CCDS shall be allowed to establish such signage as it deems necessary and is customary and equivalent to what other District school sites have established within the District. CCDS shall be allowed to place DSA-approved portables on the Site.

**Section 10. Condition of Property.** The District is not aware of any defect in or condition of the Site that would prevent its use for CCDS's purposes. To the best of its knowledge, the District has received no notice of any violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for their intended purpose. CCDS, at its expense, shall comply with all applicable laws, regulations, rules and orders that are triggered by the Charter School's use and occupancy of the Site and modifications or alterations to the Site including, without limitation, those relating to health, cleanliness, safety, noise, environmental protection, waste disposal, and water and air quality. CCDS shall not be responsible for legal compliance or for environmental conditions that existed prior to CCDS's occupancy of the Site. District shall remain fully responsible for compliance with all laws (e.g., the ADA, FEHA, and other applicable building code standards) for any existing compliance issue prior to the date of CCDS's occupancy of the Site. CCDS shall assume responsibility for compliance with ADA and FEHA access rights to the extent it makes any modifications, improvements, or additions to the Site.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Facilities in whole or in part as a result of the Charter School's use and occupancy thereof, the Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the site. Where the resulting discharge, leakage, spillage, emission, or pollution results from a facilities system failure, the District will assume responsibility for required clean-up of the affected property.

**Section 11. Title to Property.** The parties acknowledge that title to the Facilities is held by the District in accordance with Education Code section 17078.57(a)(3)(A) and shall remain in the District at all times. In the event Charter School fails to limit its use of the Facilities to the space allocated to Charter School pursuant to this Agreement it shall be in breach of the Agreement as set forth in Section 5(e).

**Section 12. Fingerprinting.** Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1.

District acknowledges that CCDS is a public charter school using the Premises for public education purposes. District therefore agrees that any of its employees, agents, contractors or independent contractors utilized to perform any of the repairs that may have contact with CCDS pupils will undergo criminal background checks as specified in California Education Code or any other applicable law addressing third party access to CCDS's minor students or any person entering the premises for the above-stated purpose who will be in contact with CCDS's minor pupils.

**Section 13. Insurance. General & Excess Liability** CCDS, at its expense, shall procure and maintain throughout the term of this Agreement, General Liability insurance with a minimum per occurrence limit of \$15,000,000 and the deductible/self-insurance retention shall not exceed \$10,000. Insurance shall include coverage for claims against CCDS, its elected or appointed officials, employees, agents, volunteers and students (interns while acting on behalf of CCDS) arising out of errors and omissions, abuse and molestation, and employment practices liability. The policy or policies shall name as additional insured/additional covered party the District; its elected or appointed officials, employees, agents and volunteers. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance or activities by CCDS under this Agreement or the CCDS's use of the Premises, and that any insurance procured by the District, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. District is not responsible for personal property losses suffered by CCDS; its elected or appointed officials, employees, agents, volunteers or students.

**Automobile Liability.**

CCDS shall maintain automobile liability insurance, including non-owned and hired coverage with a minimum per accident limit of \$15,000,000 for any injuries to persons (including death therefrom) and property damage in connection with CCDS's activities under this Agreement.

**Property Insurance.**

District shall maintain, for the duration of this Agreement, all-risk real and personal property coverage adequate to cover the replacement cost of all District owned buildings and personal property on the Premises and those other facilities to which CCDS may have access under this Agreement.

CCDS shall be solely responsible for obtaining adequate property insurance for CCDS's personal property, building improvements and any real property/buildings owned by CCDS while located on the Premises or elsewhere.

**Workers' Compensation.**

CCDS is to procure and maintain, for the duration of this Agreement, Workers' Compensation insurance against claims for injuries to CCDS's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

**Proof of Insurance.**

CCDS shall annually furnish the District with original certificates and amendatory endorsements affecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before commencement of any activities under this Agreement. However, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

**Section 14. Indemnification.** CCDS shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of CCDS's use of the Facilities and/or the Charter School Site or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by CCDS in or about the Facilities and/or the Charter School Site and/or use of the Facilities to the Charter School. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of intentional acts, errors or omissions of the District and/or District Personnel.

The District shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless CCDS, its officers, directors, and employees, attorneys, agents, and representatives, volunteers, successors and assigns (collectively hereinafter CCDS and CCDS Personnel) from and against any and all actions, suites, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against CCDS and/or CCDS Personnel, that may be asserted or claimed by any person, firm or entity arising out the conduct of its business or from any activity, work, or other things done, permitted or suffered by District School in or about the Facilities and/or the District School Site and/or use of the Facilities to the District School. This indemnity and hold harmless provision shall exclude actions brought by third persons against CCDS arising out of intentional acts, errors or omissions of CCDS and/or CCDS Personnel.

**Section 15. Access.** Charter School shall permit District, its agents, representatives or employees, to enter upon the Site for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Site. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants.

**Section 16. Destruction of Facilities.**

**Partial Damage.** If the District provided facilities on the Site are damaged by any casualty which is covered by applicable insurance, and CCDS still has access to at least sixty percent (60%) of the usable classroom space, then the Site shall be restored provided insurance proceeds are available to pay for the cost of restoration, and provided such restoration can be completed within one hundred twenty (120) days after the commencement of the work in the opinion of a registered architect or engineer approved by the District. In such event, this Agreement shall continue in full force and effect, except that CCDS shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with CCDS's business on the Site. The District shall provide CCDS temporary housing for any part of CCDS's program that is displaced by the partial damage and/or the repair work of the same. When the District secures mutually acceptable alternative space for CCDS, then the parties shall negotiate the use payments during the period of restoration.

**Total Destruction.** If the Site is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Site cannot be restored as required herein, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District will comply with Proposition 39 and provide a facility to CCDS as soon as possible to avoid any interruption in the educational program of CCDS.

**Section 17. Condemnation.** If all or any part of the Site shall be taken or appropriated for public or quasi-public use by right of eminent domain, with or without litigation, then CCDS shall have the right at its option exercisable within thirty (30) days of receipt of notice of such taking to terminate this Agreement as of the date possession is taken by the condemning authority, provided, however, that before CCDS may terminate this Agreement by reason of taking or appropriation as provided hereinabove, such taking or appropriation shall be of such an extent and nature as to impede or impair CCDS's use of more than forty percent (40%) of the classroom space at the Site. CCDS does not waive any award to which it might be entitled which may be made in such taking or condemnation (specifically excluding any claim arising out of a claim in right, title, or interest to the Site, or any fixtures, improvements or appurtenances thereto), together with any and all rights of CCDS now or hereafter arising in or to the same or any part thereof. If there is a partial taking that does not result in a termination of this Agreement, then all fees and use payments shall be abated in the proportion that the part of the Site so made unusable bears to the used area of the Site immediately prior to the taking. No

temporary taking (defined as a taking of less than ninety (90) days of the Site and /or of CCDS's rights therein or under this Agreement shall terminate this Agreement. .

**Section 18. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:      Attn: Chico Unified School District  
Director of Alternative Education  
1163 East Seventh Street  
Chico, CA 95928

If to the School:      Attn: Chico Country Day School  
Principal  
102 West 11th Street  
Chico, CA 95928

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**Section 19. Subcontract and Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party. CCDS shall not sublease, pledge, encumber, mortgage or otherwise transfer or assign to any party whatsoever any interest in the Facilities.

**Section 20. Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**Section 21. Entire Agreement of Parties.** This Agreement, and all its incorporated documents, constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties expressly indicating intent to modify or amend this Agreement.

**Section 22. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any

action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

**Section 23. Waiver.** The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**Section 24. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

**Section 25. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Section 26. Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

**Section 27. Severability.** Should any provision of this Agreement be legally determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

**Section 28. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**CHICO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CHICO COUNTRY DAY CHARTER SCHOOL**

By: \_\_\_\_\_

Title: \_\_\_\_\_





## Public Health Administration

Danette York, M.P.H., Director  
Andy Miller, M.D., Health Officer

202 Mira Loma Drive  
Oroville, California 95965

T: 530.552.4000  
F: 530.538.2164

[buttecounty.net/publichealth](https://buttecounty.net/publichealth)

August 5, 2020

Dear District Superintendent, Charter School Director, or Private School Head of School:

On July 25, 2020, the California Department of Public Health (CDPH) placed Butte County on its monitoring list. On July 17, 2020 Governor Gavin Newsom announced that if a county has been on the monitoring list within the prior 14 days, a school must conduct distance learning only, until the county has been off the monitoring list for at least 14 days.

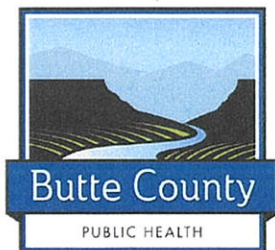
In counties on the monitoring list, CDPH guidance allows a district superintendent, private school principal/head of school, or executive director of a charter school (hereinafter superintendent) to apply for a waiver from the local health officer to open an elementary school for in-person instruction. This waiver is applicable only for grades TK-6, even if the grade configuration at the school includes additional grades.

When applying for the waiver, the superintendent must submit to Butte County Public Health (BCPH) evidence of (1) consultation with labor and parent organizations and (2) publication of the elementary school reopening plans on the website of the local educational agency (or equivalent).

BCPH then reviews the application and reopening plan (along with local community epidemiological data), consults with CDPH and makes a determination whether to grant or deny the waiver. Elementary schools in counties on the monitoring list within the prior 14 days may not open for in-person instruction until they receive approval of a submitted waiver from the local health officer.

In order to apply for a waiver, please complete and submit the attached Application Cover Form. Complete Application Cover Forms and supporting documents will be posted online at, [www.buttecounty.net/ph/COVID-19/schools](https://www.buttecounty.net/ph/COVID-19/schools). The submitted application will be reviewed and a final decision made within 14 days of the date a completed application is received. Incomplete applications will be returned to the applicant for completion. A complete application must contain:

- A complete Application Cover Form;
- Attestation that the superintendent (or equivalent) has consulted with all parent and labor organizations at each school site for which an application is being submitted. If no labor organization represents the school site staff, then



**Public Health Administration**

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Andy Miller, M.D., Health Officer

202 Mira Loma Drive  
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T: 530.552.4000  
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[buttecounty.net/publichealth](http://buttecounty.net/publichealth)

consultation with school site staff is sufficient; and

- Confirmation that elementary school reopening plans have been published on the website of the local educational agency (or equivalent). Reopening plans must address the components in the CDPH guidance for schools and school-based programs (which are also listed in the attached Application Cover Form).

Applications and all supporting documents should be submitted to BCPH by email, [CovidQuestions@ButteCounty.net](mailto:CovidQuestions@ButteCounty.net) at least 14 days prior to the desired reopening date.

Sincerely,

Danielle Nuzum, Assistant Director  
Butte County Public Health



SONIA Y. ANGELL, MD, MPH  
State Public Health Officer & Director

# State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM  
Governor

## COVID-19 and Reopening In-Person Learning Elementary Education Waiver Process

August 3, 2020

### Overview

California schools have been closed for in-person instruction since mid-March 2020 due to the COVID-19 pandemic. School closures to in-person instruction were part of a broader set of recommendations intended to reduce transmission of SARS-CoV-2, the virus that causes COVID-19. The California Department of Public Health (CDPH) developed the [COVID-19 and Reopening In-Person Learning Framework](#) to support school communities as they decide when and how to implement in-person instruction for the 2020-21 school year.

This framework permitted schools and school districts to reopen for in-person instruction at any time if they are located in a local health jurisdiction (LHJ) that has not been on the county monitoring list within the prior 14 days. If the LHJ has been on the monitoring list within the last 14 days, the school must conduct distance learning only, until their LHJ has been off the monitoring list for at least 14 days.

The framework authorized local health officers (LHO) to grant a waiver of this criteria, in order for elementary schools to open for in-person instruction under specified conditions. Applicants must satisfy all waiver requirements in order to be granted a waiver. Waivers should be granted or denied pursuant to the process outlined below.

### Waiver Process

- **CDPH recommends that schools within jurisdictions with 14-day case rates more than two times the threshold to be on the County Monitoring List (>200 cases/100,000 population) should not be considered for a waiver to re-open in-person instruction.**
- Closed elementary schools in counties on the monitoring list within the prior 14 days may not open for in-person instruction until they have received approval of a waiver submitted to the LHO.
- This elementary school waiver is applicable only for grades TK-6, even if the grade configuration at the school includes additional grades.
- A district superintendent, private school principal/head of school, or executive director of a charter school (hereinafter applicant) can apply for a waiver from the LHO to open an elementary school for in-person instruction.

- Applications and all supporting documents must be submitted to the LHO at least 14 days prior to the desired reopening date.
- Prior to applying for the waiver, the applicant (or his/her staff) must (1) consult with labor, parent, and community organizations, and (2) publish elementary school reopening plans on the website of the local educational agency (or equivalent). Examples of community organizations include school-based non-profit organizations and local organizations that support student enrichment, recreation, after-school programs, health services, early childhood services or provide family support.
- As described in the [CDPH/CalOSHA Guidance for Schools and School-Based Programs](#), elementary school reopening plans must address several topics related to health and safety, in a manner consistent with guidance from CDPH and the local health department. Those topics include:
  - Cleaning and disinfection
  - Small, stable, cohorting
  - Entrance, egress, and movement within the school
  - Face coverings and other essential protective gear
  - Health screenings for students and staff
  - Healthy hygiene practices
  - Identification and tracing of contacts
  - Physical distancing
  - Staff training and family education
  - Testing of students and staff
  - Triggers for switching to distance learning
  - Communication plans
- When applying for the waiver, the applicant must submit to the LHO a waiver application form, to be provided by the LHO. The application must include evidence of (1) consultation with labor, parent, and community organizations and

(2) publication of the elementary school reopening plans on the website of the local educational agency (or equivalent).

- The applicant must sign an attestation confirming the names and dates that the organizations were consulted. If school staff are not represented by a labor organization, then the applicant must describe the process by which it consulted with school staff.
- The applicant must confirm publication of the elementary school reopening plans on the website of the local educational agency (or equivalent).
- If applying on behalf of a school district, the applicant should submit a consolidated application and publish a plan for elementary schools in the district that are seeking to reopen for in-person instruction. If applying for an independent, private, faith-based, or charter school, the applicant should submit an application and publish a plan for each school.
- Upon receipt of a waiver application, the LHO will review and consider the application, supporting materials, and the following:
  - Available scientific evidence regarding COVID-related risks in schools serving elementary-age students, along with the health-related risks for children who are not provided in-person instruction.
  - State law directing public schools to “offer in-person instruction to the greatest extent possible.” (Ed. Code § 43504).
  - Whether elementary in-person instruction can be provided in small, stable cohorts.
  - Local health guidance, safety plans, availability of appropriate PPE, and availability of public health and school resources for COVID-19 investigation and response.
  - Current new case rate, testing % positivity trends, and the number and degree of indicators above thresholds to be on the County Monitoring List.
  - Local hospitalization trends and hospital capacity.
  - Any other local conditions or data contributing to inclusion on the County Monitoring List.



- Availability of testing resources within the community and via employee health plans.
- The extent to which the applicant has consulted with staff, labor organizations, community, and parent organizations.
- Following review, the LHO will consult with CDPH regarding the determination whether to grant or deny the waiver application. Consultation with CDPH is accomplished by submitting a notice pursuant to CDPH instructions.
  - CDPH will acknowledge receipt of the notice and follow up if there are any questions or concerns. CDPH will provide technical assistance as requested.
  - If the LHO has not received a further response within three business days of submission, the waiver application may be approved or denied consistent with CDPH instructions.
- LHOs may conditionally grant an application with limits on the number of elementary schools allowed to re-open or allow re-opening in phases to monitor for any impact on the community.
- Closed elementary schools in counties on the monitoring list within the prior 14 days may not open for in-person instruction until they have received approval of a waiver submitted to the LHO.

**DRAFT**

COVID-19 Addendum to CCDS Student-Family Handbook  
2020-2021

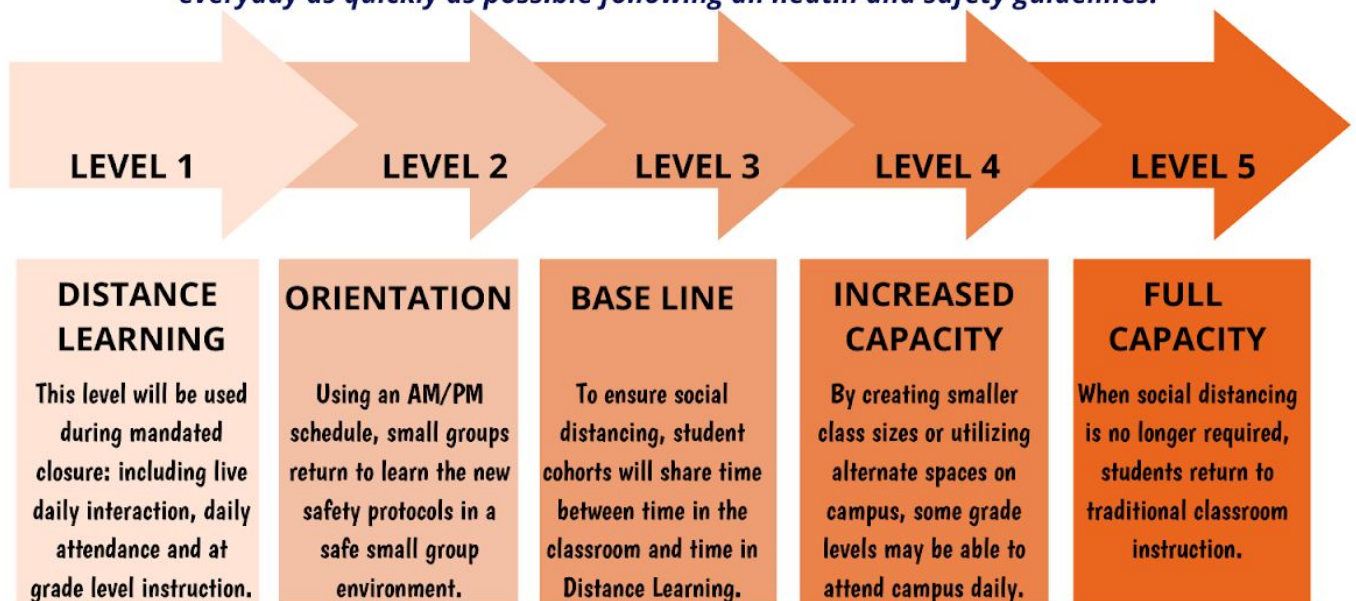
# Chico Country Day School

## 2020-2021



**CCDS is committed to following the guidelines of health professionals to protect the health and safety of our students, staff and community.**

*In response to shifts in capacity and information, CCDS is prepared to serve our community through each of the following five levels. Our goal is to get every student back on campus everyday as quickly as possible following all health and safety guidelines.*



*In collaboration with public health officials, CCDS is developing protocols, practices, and procedures to protect the health and safety of our students, staff and community.*



- Modify school schedules
- Limiting visitors on campus
- Starting with students in smaller groups
- Option to stay in Distance Learning



- Daily health screening for staff and students
- Following disinfecting guidelines
- Prioritizing hygiene lessons



- Serving meals in small groups
- Spacing classroom furniture at least 6 feet apart



- Following guidelines for face coverings
- Eliminating large gatherings



Dear CCDS Families,

This COVID Addendum will help our school and community collaborate around the possible reopening of school in the fall of 2020. During this pandemic, every community in America is engaged in a similar thought experiment, “How do we reopen school in the middle of a global pandemic?” It has become clear that while we work through this process we will need each other to accomplish what has never needed to be done before. Please remember, that with anything new, there are going to be bumps in the road, and we will have to approach these moments knowing that everyone is trying their best in order to allow our community to move forward together. The contents of this addendum are in part crafted on data points from surveys that were completed by our families. **We are committed to continuing this work as a collaboration with our community.**

This addendum is a work in progress. It is important that the addendum remain fluid and responsive to new information from local, regional, state, and federal agencies. The addendum is intended to offer each community member a central location to access information during this continually evolving landscape. As new decisions are made and as content is developed, it will be added to this addendum. Every CCDS community member must have the opportunity to have their voice included in this work and therefore, you are asked to email [admin@chicocountryday.org](mailto:admin@chicocountryday.org) to offer any thoughts, questions, concerns, or calls for clarity, regarding any section of this Handbook. **Our shared commitment will improve the outcome for our entire community.**

As you read you will see that our reopening plans are grounded in planning for safety and flexibility. As this Introduction is being written, Butte County is on the monitoring list. As you will read in the following sections, when school does reopen positive COVID-19 cases at school may lead to cohorts, classrooms, grade-levels or even the entire school being closed in response, therefore forcing all of us to return to distance learning.

We all want school open with students back in the classroom. To do this we need collaboration from our community. We need our community to help to slow the spread of the virus. You can help by teaching your students the best practices for slowing the spread of the disease - remaining 6 feet apart, wearing face coverings, washing your hands regularly, and avoiding touching your face. During the weeks leading up to school, please practice these behaviors at home so that they are not new when your child arrives at school. If your student is resistant to following these behaviors, please use our CCDS Be Safe, Be Respectful, and Be Responsible values to remind your child that sometimes we have to do things for the greater good of our community. Thank you for your continued support. CCDS is an incredible community, and when we work together there is nothing we can't accomplish.

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# Return to School Vision

The coming months will represent the largest shift in thinking since free public education was imagined in the 19th century. Paradigms will shift, practices, protocols, and procedures will each be developed, implemented, observed, and iteratively redeveloped in the coming year. We believe that Chico Country Day School is well equipped to engage in this work and fulfill our commitment of excellence to our community.

We have been gathering the feedback of the CCDS community and working for months to co-construct our response to this global health crisis. This work is done with a commitment to collaborating with our community.

The addendum is organized by the five key areas of our planning guides; the decisions made in the development of each section are first guided by recommendations of county and state officials as well as the input of the CCDS community.

**(1) Health and Safety** Nothing is more important than the health and safety of our students, staff, and community. As you read through this document, you will see that we have erred on the side of caution yet allowed for flexibility as information evolves. When we focus on both the physical and the mental health and safety of our community: every other decision will be easier to make.

**(2) Academic and Social-Emotional Instruction** Our CCDS team must be celebrated for the work that is coming together regarding instructional practices during this unusual time. Our guiding philosophy is that every student belongs to a classroom, and that every student will have an equitable opportunity to learn every day. Therefore when we reopen and are in Level 3, cohorts A and B should each be meeting the same academic and social-emotional learning goals each week. We will utilize Altitude Learning to help support this goal.

**(3) Tiered Support** Our commitment to fully inclusive practices to ensure the readiness of all students must be at the center of the work we do. It will look different, but this is at the core of who we are as a school.

**(4) Logistics and Operations** Every protocol, process, and procedure is being crafted first with health and safety in mind, then screened for its implications at every level of the organization.

**(5) Communication and Collaboration with our Community** Shared leadership, shared learning, as well as a commitment to communication and collaboration with our community are critical to successful implementation as well as an iterative cycle of improvement in response to continually developing data.

To help our school respond to data in real-time, we have adopted a five tiered response to community health that will help organize our logistics. Operations will look different depending on whether we are in 1) Distance Learning, 2) Orientation, 3) Base Line 4) Increased Capacity, and 5) Full Capacity.

Our vision for the return to school in Fall 2020 is to align each decision first with the guidelines that help to maximize the physical, mental, and social-emotional health of our students, staff, and community.

This work will take effort from each of us. We will need volunteers in new ways. We will need family feedback, encouragement, and support to ensure that safety is our primary focus for students and staff.

CCDS must focus more now than ever before on the balance between academic and social-emotional readiness. Many of the protocols you will see in this addendum are designed specifically to ensure that students and staff have the time and space to create the relationships necessary to ensure the readiness promised in our philosophy, purpose, and values.

As we come back in the fall, our students will have gained a new perspective of what it means to be globally minded. We will call upon our entire community to recognize our collective responsibility to work collectively toward our shared goals of ensuring the safety of our students, staff, and community.

Families, we believe deeply in the work we are doing and understand the trust you place in our school to care for your children. We do not take this trust lightly. We are committed to working together no matter what the future holds.

# Health and Safety

## Teaching our Students the Health and Safety Protocols

**Overview** The following pages outline the health and safety protocols being developed at CCDS in an effort to align our practices with the guidelines produced by the [California Department of Education](#), [California Department of Public Health](#), [Butte County Public Health](#), and the [Center for Disease Control](#).

### **Return to school health screening**

**Pre-screening:** Families are asked to screen students at home before leaving for school and complete our [COVID-19 Screening Form](#) daily for each individual student. [COVID-19 Screening Form](#) will be made available on our website when school resumes. Refer to **Communicable Disease Policy** in our handbook for further guidelines.

**Entering Campus:** Each day students will enter campus through their designated gate and will follow a simple health screening process. The screening process will involve a temperature check as well as confirmation that families have completed a [COVID-19 Screening Form](#) for each student.

**Temperature Screening:** Staff will be using a no-touch thermometer at designated school entrance to screen students prior to entering the classroom.

### **Prioritizing Hygiene**

**Handwashing and Hand Sanitation:** Hand washing and sanitation will be taught as a priority. CCDS is installing hand sanitizer dispensers throughout campus and will ensure soap dispensers are filled regularly. Staff will train students, as well as build regular time into the day for students to make this a priority.

# Health and Safety

## Teaching our Students the Health and Safety Protocols

### Social Distancing

Protocols and practices are being developed throughout campus to create 6 feet of social distancing between all students and staff. These protocols will include the way that we travel the halls and where we sit in the classroom. Structured game play at recess will ensure our students have fun, are able to move their bodies, but also respects the necessity of social distancing.

### Face Coverings

A face covering is a covering made of cloth, fabric, or other soft or permeable material, without holes. It should cover the nose, mouth, and chin. The face covering should be comfortable so that the wearer can breathe comfortably through the nose and does not have to adjust it frequently - this will help to avoid touching the face.

Any face covering that incorporates a one-way valve (typically a raised plastic cylinder about the size of a quarter on the front or side of the mask) that is designed to facilitate easy exhaling is not an appropriate face covering. Valves of that type permit droplet release, putting others nearby at risk. N95 respirators are medical grade masks that should be reserved for health care providers and first responders. N95 respirators are not safe for children and should not be worn by them.

All staff and students must wear face coverings. They are most essential indoors and in settings where 6 feet of physical distancing cannot be maintained. Face coverings will be provided for staff and students that don't have one upon arrival (disposable masks, washable masks, face shields, etc). When/if the requirements change CCDS will adjust accordingly.

### STUDENTS

| Age                                 | Face Covering Requirement |
|-------------------------------------|---------------------------|
| Under 2 years old                   | No                        |
| 2 years old – 2 <sup>nd</sup> grade | Strongly encouraged**     |
| 3 <sup>rd</sup> grade – High School | Yes, unless exempt        |

\*\*Face coverings are strongly encouraged for young children between two years old and second grade, if they can be worn properly. A face shield is an acceptable alternative for children in this cohort who cannot wear them properly.

Students who are required to wear face coverings, and who refuse to do so, must be excluded from campus:

- CDPH: “In order to comply with this guidance, schools must exclude students from campus if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear one provided by the school( pg. 8 CDPH COVID-19 Industry Guidance).” Such students may be excluded from campus, but should be offered alternative educational programs (e.g. 100% distance education

For more information regarding Mask Guidelines see documents linked below.

[CDPH GUIDANCE FOR THE USE OF FACE COVERINGS](#)

[CDPH COVID-19 INDUSTRY GUIDANCE: Schools and SchoolBased Programs](#)

### **Student Illness and Staff Illness**

CCDS will follow the Butte County Public Health Guidance for Schools Regarding COVID-19 Exposure if and when a student or staff is diagnosed with COVID-19.

[INSET\\*\\*\\*\\*\\* Guidance for Schools Regarding COVID-19 Infection and Exposure\\*\\*\\*\\*](#)

# Health and Safety

## Teaching our Students the Health and Safety Protocols

### **COVID-19 Testing for Staff**

School staff are essential workers, and staff includes teachers, paraprofessionals, cafeteria workers, janitors, bus drivers, or any other school employee that may have contact with students or other staff. School districts and schools shall test staff periodically, as testing capacity permits and as practicable. Examples of recommended frequency include testing all staff over 2 months, where 25% of staff are tested every 2 weeks, or 50% every month to rotate testing of all staff over time.

### **Displaying Symptoms at School**

If a student or staff member is exhibiting symptoms at school, they will be asked to isolate in a designated, supervised & safe location, away from others, while they wait for parents to arrive. Parents will be asked to check in at the office and students will be brought to the parent from the designated area. Please see the COVID-19 addendum for more details.

### **Classroom Supplies**

Due to the health and safety guidelines we will not be able to use shared supplies. Different than previous years, CCDS is asking for a completely optional \$20 donation to cover the cost of supplies that will be distributed to students to ensure all students have supplies needed to support learning. Our grade level teams will be assembling learning kits that will be sent home so that your student has learning tools that are not strictly digital. We are in the process of organizing this and more details will follow regarding distribution of these kits. Donations can be made via our website <https://www.chicocountryday.org/> and clicking on the donate button on the left hand side.

### **Shared Spaces**

To ensure the health and safety of our students and staff, CCDS will take the following social distancing measures during our return to school:

- In all classrooms and common spaces, CCDS will space students at least 6 feet apart.
- During recess and transitions, we will keep cohorts from mixing.
- Lunches will be eaten in designated locations in classroom cohorts.
- Cohorts will only associate with staff members designated to their cohort during class and recess.
- CCDS will not host large gatherings such as assemblies, rallies, sports, and dances.
- CCDS will organize hallway and transition times to minimize interaction.
- Play structures will be temporarily closed. Contact sports and activities that encourage close contact will not be available during recess.
- All outdoor recess spaces will be structured with activities supervised by staff.



# Academic and Social- Emotional Instruction

## Instructional Planning

### Overview

As we look ahead to the fall, our instructional planning is focused on the way that we believe students learn best. We believe that learning is collaborative, creative, and involves communication and critical thinking. Whether we are designing instruction for in-class learning or distance learning, we are working hard to incorporate these learning values into our lessons. In alignment with our school's mission, we are designing instruction to meet the academic and social-emotional needs of our students, that moves students forward through grade level standards this year while also addressing the learning loss that may have happened since students were in school last.

### Designing Distance Learning

While there is work to be done to continually evolve in-class learning designs as well, we believe that it is important that we design our distance learning to reflect the values mentioned above. Our distance learning redesigns will include the opportunity to engage in live daily work with peers and staff, as well as the opportunity to access instruction at a time that is convenient for families. We also believe that distance learning must include different modes of learning, and not only those delivered digitally. Finally, distance learning must ensure instruction is comparable to in-class instruction to help students move forward through grade-level standards and expectations regardless of their mode of learning.

### In-Class Instruction

Our CCDS community prides itself on the work of our incredible teachers. This will be the first time our teachers have facilitated in-class instruction and distance learning in the same day. We will work to ensure that time in class offers opportunities to collaborate with peers while continuing to respect social distancing guidelines.

### Social-Emotional Learning (SEL)

CCDS is committed to developing the whole student, and now more than ever this commitment is needed. We recognize the impacts of isolation that have come from our region's response to COVID-19 and will work hard to build safe and supportive community classrooms that engage in social-emotional development daily. We will continue to hold morning meetings, utilize a responsive classroom, and focus on our SEL aligned core values.

**Recess** We believe that every student needs time to run, play, and laugh with their peers. We will be following health and safety guidelines to create structured play areas for cohorts of students to enjoy recess safely before returning to class.

# Academic and Social- Emotional Instruction

## Instructional Planning

### **Physical Education, Music and Art**

Our Specialty courses are a part of what makes our CCDS program unique and engaging. We are committed to continuing with these important courses, however, this year they may look different. Based on the health and safety guidelines, students should not move from classroom to classroom and regroup into new cohorts. Therefore, when and if we reopen we will be structuring the day to ensure that students maximize time in their homeroom and develop ways to deliver Science, Music, Art, Spanish, and PE to our students each week. This could include live streaming into classrooms, embedding standards into recess play, or using distance learning time to fulfill some of these learning plans.

### **Study Trips**

Our current plans do not include field trips that require students to leave campus. Due to health and safety guidelines, we have had to pause any previously planned field trips. We will work with our community as information evolves to determine if we can reinstate any previously planned field trips. We are considering, not only the students this year, but the students last year who missed out on large overnight field trips due to closures.

## Impact of School Schedule

### Overview

#### **Impact of Health and Safety on School Scheduling**

The following pages will describe the leveled approach that CCDS is employing to meet the Health and Safety Guidelines with a special focus on ensuring 6 feet of social distancing. Due to the social distancing requirements, new schedules have to be designed to reduce the number of students in a classroom at any given time.

#### **School Scheduling**

CCDS has developed a phased approach to scheduling. Beginning with Level 1: distance learning and evolving through Level 5: Full Capacity. Our goal is to bring all students back to school everyday in a way that reflects our shared commitment to the physical, mental, and social-emotional health of our students, staff, and community. We have committed to remain in distance learning until the end of the first quarter in order to facilitate planning for our staff and families, with the acknowledgement that we will continuously look at data and analyzing it to see if we are able to safely open with students prior to October 12th or

unless CCDS is granted a waiver for re-opening.

**Five Levels: The levels below will be used based on the most current information available.**

## Level 1: Distance Learning

We expect that distance learning will be used by every student at some time during the 2020-2021 school year. It may be used if a classroom, grade level or the school is directed to close due to COVID-19 exposure. Distance learning will also be used to keep students learning every day when they are not able to be in the classroom due to alternating A/B scheduling, when a family is required to self-quarantine, or for those families who elect full time distance learning.

For these reasons, we are developing a distance learning model with the following assumptions:

1. CCDS must ensure that students have access to a computer, internet, and any needed learning materials at home.
2. Students must have access to daily live interaction with staff and peers.
3. Students must have the option to learn at a time that is convenient as well.
4. Distance learning must use multiple mediums i.e. digital, paper, etc.
5. Distance learning must be grade level instruction that combats academic learning loss and social-emotional isolation.

The example below demonstrates what a day in the life of distance learning could look like as we evolve our practices. The dark blue areas may offer opportunities throughout each day for students to have live social-emotional check-ins, collaborative work, and receive feedback from staff during small-group time.

## Level 2: Orientation

As we reopen the school, we believe that it is in the best interest of the physical, mental, and social-emotional health of our students to return in small groups to offer the individual attention necessary for each student to learn all new health and safety protocols.

The orientation schedule offers each orientation group time on campus in a small group with their teacher twice a week. Time not spent on campus is still considered learning time and will have valuable academic and social emotional learning opportunities built in. We are working with our teachers now to estimate the duration of this work at each grade level and will update this handbook with estimates as soon as possible.

## Orientation Groups

- Create smaller cohorts for orientation purposes
- During orientation we will prescribe learning goals to prepare students for in-class and distance learning.
- The durations will differ depending on grade level

## Level 3: Baseline

**Based on the health and safety guidelines for social distancing**, we must create 6 feet of distance between everyone on campus. This means we can not have more than 20 students in a classroom at a time. Therefore we will group students into two cohorts, A & B.

1. Students will return in small cohorts on alternating schedules until we reach increased capacity.
2. Students not on campus will continue to engage in daily interaction with staff and peers through distance learning.
3. Students who elect long term distance learning will continue to be attached to a classroom and cohort: there will be a seat waiting when they are ready to return.

The model below offers each cohort time on campus with their teacher twice a week. Time not spent on campus is still considered learning time and will have valuable academic and social emotional learning opportunities delivered through distance learning.

|                          | Monday                                   | Tuesday                                  | Wednesday                            | Thursday                                 | Friday                                   |
|--------------------------|--|--|--------------------------------------|--|--|
| School Day<br>(Time TBD) | In Person<br>(A)                         | In Person<br>(A)                         | Deep Cleaning Day                    | In Person<br>(B)                         | In Person<br>(B)                         |
|                          | Distance Learning<br>(B)                 | Distance Learning<br>(B)                 | Work and Learn from Home             | Distance Learning<br>(A)                 | Distance Learning<br>(A)                 |
| After School             | Distance Learning Support<br>(C)<br>Prep | Distance Learning Support<br>(C)<br>Prep | Virtual IEP, SST, and Staff Meetings | Distance Learning Support<br>(C)<br>Prep | Distance Learning Support<br>(C)<br>Prep |

Staff are currently working on plans to determine first how quickly we can get through Level 2: Orientation and into Level 3: Baseline at each grade-level. Next our team will work to determine which grade-levels may be able to move to an increased capacity, allowing more students on campus each day.

### Level 4: Increased Capacity

If our classrooms were large enough to house an entire class, or if class sizes were small enough to fit into our current classrooms while continuing to respect social distancing guidelines, then students could attend school every day. In an effort to increase the amount of time that students may attend school, we are working on the following.

1. If more families opt for virtual academy this would potentially open up some spots in some grade levels. Therefore, these classrooms may have the potential to reach increased capacity.
2. It is possible that alternate locations may be used on campus so that the distance learning students can engage in distance learning from campus, with their cohort, rather than engaging in distance learning from home.

# Tiered Support

## Commitment to Personalization

### Overview

This section of our reopening addendum will continue to evolve with information as it becomes available. This section of our planning is focused on our commitment to ensure our pillar of personalization. It is through this pillar that we make decisions based on the individual strengths and circumstances of each of our community members.

### Special Education, 504, SST, and Rtl

CCDS is committed to providing multi-tiered support to meet individual student needs and ensure academic, behavior, and social emotional growth. To assist in this work CCDS will continue to schedule and facilitate personalized meetings, when needed, to collaborate with our families. This year, as we did in the spring of 2020, we will continue to hold these meetings virtually or if possible in a social distance setting.

### Social Emotional Support

Our CCDS Student Support Services team will be working to ensure that our students and staff have the support needed to return to school in the fall. We are available to work with families to design appropriate responses to the needs of each child.

### Counseling and Support Resources

Chico Country Day School believes in supporting the whole student and in compliance with Education Code 49428 and AB-2022 is providing notification of services in our community. At CCDS, any pupil or parent/guardian of a pupil may refer a student for potential school based mental health counseling services by contacting the Director of Student Affairs or Director of Student Support Services at (530)895-2650. The school can also provide information about other options to access mental health services within the community.

To access mental health services within the community, please contact the Butte County Department of Behavioral Health (530) 508-9133, or one of the mental health resources listed below:

National Suicide Prevention Lifeline - The lifeline provides 24/7, free and confidential support for people in distress, prevention, and crisis resources for you and your loved ones. Phone Number: 1-800-273-8255 or CHAT by visiting this link.

24/7 Butte County Crisis Line: 530-891-2810

27/7 Butte County Behavioral Health Crisis Lines:

1-800-334-6622 or 530-891-2810

24/7 Homeless Emergency Action Response Team (HEART): 1-877-4-RUN-AWAY or 1-877-4-786-2929

24/7 Disaster Distress Helpline: 1-800-985-5990 or TEXT TalkWithUs to 66746

## Logistics and Operations

### Logistics of Reopening

This section of the Reopening School Family Handbook will continue to evolve with items such as bell schedules, including staggered start and end times, designated entry and exit gates for pick up and drop off, and information such as protocols for delivering items to students during the school day.

#### Grade Level Schedules

**TO BE ADDED DURING STAFF DEV. WEEK**

#### Visitors

To ensure the safety of our on campus community, non-essential visitors will not be allowed on campus. We will continue to review this Policy as information evolves. We are committed to continuing to collaborate with families and are seeking ways to involve parent volunteerism in new and exciting ways that meet these guidelines.

#### Drop Off and Pick Up

Protocols for drop off and pick up will be further addressed as we get closer to the opening of school. It is

important to note that we welcome families walking students to the entrance gate at drop off, or using our car drop off zone. At either the gate or at the curbside, parents will be asked to assist in the health screening described on page 6. However, parents may not proceed onto campus.

After-school pickup will be facilitated by school staff. This will allow for walk up pick up without parents having to enter campus.

### **Start and End Times**

To assist with social distancing at the gates during the entry time of school, we will employ staggered start times. The duration of the school day will be shorter to allow for the overwhelming amount of daily cleaning and preparation necessary by all staff to meet the guidelines for reopening.

The following are the minimum instructional minutes mandated by the State of California for the coming school year:

Kindergarten: 180 instructional minutes per day  
1st - 3rd Grade: 230 instructional minutes day  
4th - 8th Grade: 240 instructional minutes in grades 4 to 12, inclusive.

Our team will update this section when start and end times are finalized.

**School Calendar** While the daily schedules will change throughout the year, depending on which leveled response is being used, the school calendar will not change. CCDS will begin school on August 19, 2020 and recognize all previously scheduled breaks and holidays.

## Communication and Collaboration with our Community

### **Planned Communications and Collaboration**

**Summer Communications Timeline** We have developed an informational website that highlights our latest planning for the opening of school on August 19, 2020.

[Click HERE to](#) view our Fall Planning Site, including important information about our plans for reopening school in the fall, as well as responses to frequently asked questions which we have received over these past several weeks.

**Communications Regarding COVID-19 Positive Exposure** See Student Illness and Staff Illness on page 10



# After School Program

## Hours of Operation

**TO BE ADDED AS DEVELOPED**

## Hygiene and Social Distancing Protocols

ASP will follow the same hygiene and social distancing protocols as CCDS.

**Snacks** Students will receive one snack in the afternoon. Students may also bring their own snack. Sharing of food will not be permitted. Students will be required to wash their hands prior to eating.

## Fee Structure

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## Questions we continue to explore:

- Can ASP accomodate students from cohort A on cohort B school days?
- How can we collaborate with families to launch a cooperative model of childcare when ASP is not available?
- Does ASP have the capacity to keep students assigned to their school day cohorts?